

1 8407129

I-8193/24



পশ্চিমবঙ্গ পশ্চিম বঙ্গ WEST BENGAL

AS 258383

Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

District Sub-Register-III
Alibore, South 24-parganas

17 MAY 2024

DEVELOPMENT AGREEMENT ALONG WITH

DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT ALONG WITH DEVELOPMENT POWER

OF ATTORNEY is made on this 17th day of May

Two Thousand Twenty Four (2024) *BETWEEN*

Sl. No. 4872 Date 10/05/2024
Solicitor Jairam Projects Pvt. Ltd.
of 226/1, A. J. C. Bose Road, Kol-700020
Rupees 100/-

AB
Sampath Das
Stamp Vendor
Alipore Police
South 24 Pgs.

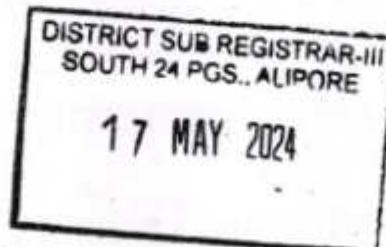


Identifier:-

Runa Rakshit.

1/0 Alok Rakshit.

55 Anandapally, Kolkata-
700032.



SRI SAMIR SENGUPTA, PAN : BKCP51176C, Aadhaar No. 8498 9809 6462, son of Late Nripendra Chandra Sengupta, by Nationality - Indian, by faith - Hindu, by occupation - Retired Person, residing at D/31, Baghajatin, P.O. Jadavpur University, P.S. Jadavpur, Kolkata - 700032, hereinafter called and referred to as the **OWNER/LAND OWNER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, successors, executors, administrators, legal representatives and assigns) of the **ONE PART.**

A N D

JAIRAM PROJECTS PRIVATE LIMITED, PAN : AALCS4130K, a Private Limited Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 'TRINITY', 226/1, A.J.C. Bose Road, Space No. 4B, 4th Floor, P.O. Lala Lajpat Roy Sarani, P.S. Ballygunge, Kolkata - 700020, represented by its one of the Directors namely **SRI SALIL SAHA, PAN : AMAPS2207F, Aadhaar No. 9569 4987 7573**, son of Late Chittaranjan Saha, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at P-158, Regent Estate, P.O. Regent Estate, P.S. Jadavpur, Kolkata - 700092, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, representatives, successors-in-interest, successors-in-office and assigns) of the **OTHER PART.**

WHEREAS after the partition of India, a large number of residents of former East Pakistan, now Bangladesh crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control;

AND WHEREAS the Government of West Bengal offered all reasonable facilities to such persons for residence in West Bengal;

AND WHEREAS Sri Samir Sengupta, the Owner/Land Owner herein, was such person who displaced from East Pakistan, now Bangladesh, and had come to use and occupy a piece and parcel of homestead land measuring 3 (three) Cottahs 10 (ten) Chittacks 00 (zero) Sq.ft. more or less in E/P No. 485, S.P. No. 300, in

C.S. Plot Nos. 9(P) and 10(P), of Mouza : Bademasur, J.L. No. 31, Sub-Registry Office at Alipore, Police Station – Jadavpur, District : South 24-Parganas and as a refugee, approached the Government of West Bengal for a plot of land for his rehabilitation with his family;

AND WHEREAS the Government of West Bengal with the intent to rehabilitate the refugees from East Pakistan now Bangladesh acquired land in C.S. Plot Nos. 9(P) and 10(P), of Mouza : Bademasur, Police Station – Jadavpur, in the Urban area under the provision of L.D.P. Act, 1948 / L.A. Act 1 of 1894 including the plot under the occupation of Sri Samir Sengupta;

AND WHEREAS the State of West Bengal decided to make a gift of the aforesaid plot of land in occupation of Sri Samir Sengupta, so as to confer absolute right, title and interest to Sri Samir Sengupta in the said land;

AND WHEREAS in pursuance of the said decision, the Governor of the State of West Bengal by a registered Deed of Gift dated 17/11/1988 gave, granted and transferred absolutely to Sri Samir Sengupta ALL THAT the land measuring about 3 (three) Cottahs 10 (ten) Chittacks 00 (zero) Sq.ft. more or less in E/P No. 485, S.P. No. 300, in C.S. Plot Nos. 9(P) and 10(P), of Mouza : Bademasur, J.L. No. 31, Sub-Registry Office at Alipore, Police Station – Jadavpur, District : South 24-Parganas. The said deed was registered in the Office of the Additional District Registrar at Alipore, South 24-Parganas and recorded in Book No. I, Volume No. 47, Pages 257 to 260, being No. 3515, for the year 1988;

AND WHEREAS thereafter said Sri Samir Sengupta mutated his name in respect of the aforesaid gifted property with the Kolkata Municipal Corporation (K.M.C.). The said property subsequently came to be known and numbered as the K.M.C. Premises No. 30, Baghajatin Block 'D', Assessee No. 31-102-02-0030-7, within K.M.C. Ward No. 102, Police Station – Jadavpur, Kolkata – 700032, under the Kolkata Municipal Corporation;

AND WHEREAS Sri Samir Sengupta, the Owner/Land Owner herein, became absolute lawful sole owner of a homestead land measuring about 3 (three) Cottahs 10 (ten) Chittacks 00 (zero) Sq.ft. more or less and an asbestos shed structure

measuring about 400 Sq.ft. standing thereon, lying and situated in E/P No. 485, S.P. No. 300, in C.S. Plot Nos. 9(P) and 10(P), of Mouza : Bademasur, J.L. No. 31, Sub-Registry Office at Alipore, Police Station – Jadavpur, District : South 24-Parganas, also within jurisdiction of the Kolkata Municipal Corporation (K.M.C.), within the K.M.C. Ward No. 102, being the K.M.C. Premises No. 30, Baghajatin Block 'D', Assessee No. 31-102-02-0030-7, and postal address D/31, Baghajatin, P.O. Jadavpur University, Kolkata – 700032, and entire this property hereinafter referred to as the **said land/said premises** which is morefully described in the Schedule 'A' hereunder written;

AND WHEREAS the Land Owner herein is very much desirous to construct a straight G+III storied building on the **said land** but he has no experience in this matter and so the Land Owner approached the Developer herein to make construction of a new G+III storied building as per building plan to be sanctioned by The Kolkata Municipal Corporation at the Developer's cost on the **said land/said premises** on which the Land Owner herein has free clear and marketable and free from all encumbrances;

AND WHEREAS relying on the aforesaid representation of the Land Owner herein, the Developer herein agrees to develop all that the **said land/said premises** on the terms of conditions as contained hereinafter.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :

ARTICLE – I
DEFINITIONS

A. In this agreement unless it be contrary or repugnant to the subject or context be following words and/or expressions shall mean as follows :-

- i) "The OWNER" shall mean the Land Owner above named and his legal heirs, successors, executors, administrators, legal representatives and assigns.
- ii) "The DEVELOPER" shall mean the Developer above named and it's executors, administrators, legal representatives, successors-in-interest and office and assigns.

- iii) "The LAND/PREMISES" shall mean ALL THAT piece and parcel of land measuring about 3 (three) Cottahs 10 (ten) Chittacks 00 (zero) Sq.ft. more or less and an asbestos shed structure measuring about 400 Sq.ft. standing thereon, lying and situated in E/P No. 485, S.P. No. 300, in C.S. Plot Nos. 9(P) and 10(P), of Mouza : Bademasur, J.L. No. 31, Sub-Registry Office at Alipore, Police Station – Jadavpur, District : South 24-Parganas, also within jurisdiction of the Kolkata Municipal Corporation (K.M.C.), within the K.M.C. Ward No. 102, being the K.M.C. Premises No. 30, Baghajatin Block 'D', Assessee No. 31-102-02-0030-7, and postal address D/31, Baghajatin, P.O. Jadavpur University, Kolkata – 700032, as morefully described in the **Schedule 'A'** hereunder written on which the new proposed building is to be constructed.
- iv) "The BUILDING PLAN" shall mean the plan shall be sanctioned by The Kolkata Municipal Corporation.
- v) "The NEW BUILDING" shall mean the proposed G+III storied building to be constructed by the Developer herein.
- vi) "The CONSTRUCTIONAL HABITABLE AREA" herein shall mean the habitable and/or saleable areas of the proposed building.
- vii) "The OWNER'S ALLOCATION" as specified in the **Schedule 'B'** hereunder written.
- viii) "The DEVELOPER'S ALLOCATION" as specified in the **Schedule 'C'** hereunder written.
- ix) "The COMMON EXPENSES" shall mean and include all expenses to be incurred by the Unit Owners for the management and maintenance of the building and the premises after obtaining peaceful possession of the proposed building by the individual Flat Owners.
- x) "The COMMON PORTIONS, FACILITIES & AMENITIES" shall mean all the common areas and installations to comprise in the new building and the premises, after the development, including staircase, lobbies, the ultimate roof, passage,

facilities which may be mutually agreed upon and between the parties as required for the enjoyment of the building.

- xi) "The PROJECT" shall mean the work of development undertaken to be done by the Developer in pursuance hereof, till the development of the premises to be completed and possession of the completed units are taken over by the units owners.
- xii) "The PROPORTIONATE SHARE" with all its cognate variations shall mean such ratio the covered area of any unit or units be in relation to the covered area of all the units in the new building.
- xiii) "The UNIT" shall mean any flat or other exclusive area in the new building, which is capable of being exclusively owned used and/or enjoyed by any unit owner and which is not the common portions.
- xiv) "The UNIT OWNER" shall mean any person who acquires, holds and/or owner any unit in the new building and shall include the Owner and the Developer, for the units held by them from time to time.
- xv) "The TIME" shall mean the building shall be completed within 24 (twenty four) months from the date of sanction of the building plan and/or handover vacant possession of the said land by the Land Owner in favour of the Developer herein, which is later, if the Developer will not complete the proposed building within aforesaid time then he get further 6 (six) months.
- xvi) "The SOCIETY/ASSOCIATION" shall mean the Society or Association to be formed for the purpose of maintenance of the proposed building and the premises and for collecting and defraying the common expenses provided.
- xvii) "The SPECIFICATIONS" shall mean the specifications for proposed building as stated hereinafter below.
- xviii) "The TITLE DEED" shall mean all the deeds and documents referred to hereinabove in the recital in respect of the **said** land which is morefully described in the Schedule 'A' hereunder written.

xix) "The ADVOCATE" to the project shall mean the Developer may from time to time, appoint as the Advocate for the project.

B. THE OWNER HAS REPRESENTED TO THE DEVELOPER AS FOLLOWS:-

- i) That the Owner absolutely seize and possess of and/or otherwise well and sufficiently lawfully entitled to the **said premises** mentioned hereinabove.
- ii) That the right title and interest of the Owner in the **said premises** mentioned hereinabove is free from all encumbrances and Owner has a clear marketable title to the same.
- iii) That the Owner has not received any notice for acquisition or requisition of the **said premises** mentioned hereinabove or any part or portion thereof under any of laws for the time being in force.
- iv) That the entirety of the **said premises** mentioned hereinabove saves is in actual, have well demarcated physical possession of the Owner.
- v) Neither the premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of law or due to Income Tax, Revenue or any other public demand.
- vi) That the Owner has not entered into any Agreement for Sale, Lease, Development or otherwise for transfer and/or development of the **said premises** mentioned hereinabove or any part or portion thereof in favour of anyone other than in favour of the Developer herein.
- vii) That the Owner is not aware of any impediment affecting the **said premises** mentioned hereinabove whereby he is in any way barred from entering into this agreement.
- viii) That the Owner is fully and sufficiently entitled to deal with, develop and/or dispose off the **said premises** mentioned hereinabove and thus enter into this Agreement.

ix) The Owner handover or deliver all original title deeds and all other documents relating to the **said premises** which are in possession of the Owner, to the Developer herein on or before signing/execution of these agreement.

ARTICLE – II
COMMENCEMENT

2.1 This agreement shall be in force from the date hereof and subsequently time may be extended during the duration of "FORCE MAJEURE".

2.2 This Agreement shall cease to operate only in the event of complete transfer and registration of all the Developer's allocated saleable space in proposed building by the Developer in the manner as provided herein.

ARTICLE – III
DEVELOPER'S RIGHT & REPRESENTATION

3.1 The Owner hereby grants subject to what has been herein under provided exclusive right to the Developer to develop and construct building at the **said premises**.

3.2 All applications, plans and other papers and documents as may be required by the Developer, shall be prepared by the Developer at his own cost on behalf of the Owner and the Owner shall sign and execute all such plans and applications other papers and documents as and when necessary if the Developer will require and the Developer will pay and bear all fees charges and expenses required to be paid or deposited for development of the **said premises**.

3.3 That save and except the Owner's allotted portion the Developer shall have full rights to execute any agreement for sale and transfer and convey the Developer's allocation according to own choice.

ARTICLE – IV
DEVELOPER'S OBLIGATION

4.1 The Building shall be created, constructed and completed by the Developer shall consist of the specification provided in hereunder.

4.2 The Developer shall construct and complete the building under his supervision and control.

4.3 All costs, charges, fees, statutory payments, taxes and expenses of whatsoever name called for erection, construction and completion of the said building its materials fittings and fixtures in all respect, including temporary and permanent connections of water, sewerage, electricity in accordance with law and other amenities for the building shall be the responsibility and/or liability towards payment of any dues, liabilities costs, charges and expenses of the Developer. However to avoid any future doubts it is made clear that the costs, deposit and charges for individual and separate electricity meters for the respective Flat/Unit shall be borne by the concerned Unit Owners including the Owner herein and the Developer shall have no responsibility for the same.

4.4 Notwithstanding anything contained or stated herein, all labours, workers, supervisors and other employees or persons by whatsoever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be regarded as the Developer's employees or workmen and the Owner will have no concern with them and not be responsible or liable to pay wages and / or salary.

4.5 The Developer shall be responsible for and make and pay all payments, wages, dues, contributions, entitlements contractual and/or statutory obligations and requirements of the workmen, supervisors, workers, labours, employees, architects and other by whatsoever name called or described, appointed, deputed or engaged or required or put on site for the erection, construction and completion of the proposed building and every part thereof and the Owner will under no circumstances be deemed to be the employer of them.

ARTICLE – V
COMMON OBLIGATION

5.1 On and from the date of completion of the building, the Owner as well as the Developer shall comply with and/or ensure compliance with the under mentioned requirements and restrictions, without any default.

- a) To pay punctually and regularly for their respective allocations all rates, taxes, K.M.C. taxes, electric charges, levies, fees, charges, impositions and outgoings to the concerned authorities or otherwise as may be mutually agreed upon by and between the parties hereto and/or the respective owner and recorded in writing and the parties hereto shall keep each other duly indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly suffered by or be paid by either of them as the case may be consequent upon any default by the other.
- b) To pay punctually and regularly to pay their respective proportionate part of share of service charges for the common areas and facilities.

ARTICLE – VI
MISCELLANEOUS

6.1 This Agreement shall always be treated as an Agreement by and between "Principal" to "Principal". The Owner and the Developer have entered into the Agreement purely as a Contract and nothing contained herein shall be deemed to be construed or constitute as Partnership between the Owner and the Developer or an Association of Persons, nothing in these presents, shall be construed as a sale, demise or assignment or conveyance in lieu of the said premises or any part thereof to the Developer by the Owner or as creating any right title or interest in respect thereof in favour of the Developer other than an exclusive permission and right in favour of the Developer to develop the same there under subject to the terms and conditions of these presents.

6.2 Be it noted that by this Indenture, the Developer shall only be entitled to receive consideration money by executing agreement/final document for transfer of the Developer's allocated portion which is mentioned in the Schedule 'C' hereunder. This Indenture shall never be treated as the agreement/final document for transfer of the property between the Owner and the Developer in anyway. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

6.3 It is also agreed and accepted by and between the parties hereto that from the date of delivery of possession of the **said premises** by the Owner in favour of the Developer, the Owner shall not interfere about the constructional work about the proposed building to be constructed and development work shall not be obstructed or challenged or disturbed by the Owner herein, unless constructional work is executed in consonance with the specification as mentioned herein below.

6.4 Each party shall be responsible and liable for their respective share of taxes and impositions relating to their respective allocations, after completion and handover respective allocation in proposed building.

6.5 The certificate of the Developer relating to completion of construction / development and the costs incurred therefore shall be final.

6.6 The notice of completion issued by the Developer by registered post or by such similar acceptable mode addressed to the Owner to his last known address or addresses intimating that the Owner's allocation area is completed.

6.7 After expiry of 7 (seven) days from the date when the Developer service to the Owner a notice of completion of the Owner's allocation, it will be treated that the Owner has taken his possession in the Owner's allocation in the proposed building. From the date of possession thereof, the Owner shall pay the Municipal taxes and other liabilities in respect of the Owner's allocation.

6.8 The Developer will demolish existing construction on the said land at the Developer's own cost and the Developer has sole right on the said demolishing/ broken materials of the existing construction and the Owner shall have no right title or claim on the said demolishing/broken materials.

6.9 The Developer shall pay and bear the property taxes and other dues and out goings in respect of the **said premises** from the date of handing over vacant possession of the **said premises** by the Owner to the Developer, if there are any dues of property taxes or any Owner's taxes regarding the **said premises** upto the date of handing over vacant possession of the **said premises** by the Owner to the Developer that would be borne by the Owner.

6.10 That after execution of this Agreement, the Owner shall not enter into any Agreement or transfer or charge or liens or assign the **said land** or any part or share of it which is fully mentioned and described in the Schedule 'A' hereunder written with/to any person(s) except the Developer herein.

6.11 The land upon which the proposed building shall be erected and constructed and appurtenant thereto as also the common areas facilities to be provided for and/or at the said building shall always remains common, impartible, indivisible and undivided share as the Owner and the Developer shall be at liberty to deal with their respective allocated portion together with the undivided proportionate part of share of the land as well as common area and facilities in accordance with law. The common areas including roof top will be enjoyed by the all flats owners belonged to the Owner's allocated area and the Developer's allocated area jointly.

6.12 That Indenture of Conveyance, Agreement for Sale, Sale Deed that may be required to be executed and registered by the Owner unto and in favour of the Developer in respect of and/or relating to the Developer's allocated portion and/or any part thereof shall be prepared by the Developer's Advocate and the Owner shall execute Indenture of Conveyance(s) unto and in favour of the Developer and/or his nominee or nominees as case may be subject to the terms and conditions provided herein, if required.

6.13 The Developer shall arrange one 2BHK shifting for the Owner at the cost and expenses of the Developer, till the completion of the said new building, handing over possession of the Owner's allocation portion to the Owner.

6.14 The Developer shall have full power and liberty to sell and transfer and hand over physical possession of any portion of the Developer's allocation to the intending Purchasers and/or occupier in any time during the project and/or thereafter and in that event the Owner shall have no objection.

ARTICLE – VII
FORCE MAJEURE

7.1 The parties hereto shall not be liable for any obligation herein under to the extent the performance, prevented by the existence of the 'FORCE MAJEURE'

which shall mean and include flood, earth quake, riot, storm, tempest, civil commotion, as well as also covid situation, lock down, strike, lock out, labour problem, non availability of essential materials, litigation problem and/or any other acts or commission beyond the control of the Developer affected thereby then the Developer shall be suspended from the obligation during the duration of the 'FORCE MAJEURE'.

ARTICLE – VIII

ARBITRATION

8.1 Disputes relating to this Agreement or its interpretation shall be referred to the Arbitration of an Arbitral Tribunal consisting of Two Arbitrators, one each to be appointed by the parties hereto as per their choice and they (Arbitrators) appoint one Umpire. The award of the Umpire shall be final and binding upon the parties. The Arbitration proceedings will be in Kolkata unless otherwise agreed. All courts, within the limits of Alipore, District : South 24-Parganas, and the High Court at Calcutta.

DEVELOPMENT POWER OF ATTORNEY

THE OWNER HEREBY EMPOWERS AND AUTHORISES AND APPOINTS THE DEVELOPER HEREIN AS HIS ATTORNEY TO DO FOLLOWING ACTS :

BE IT KNOWN TO ALL MEN BY THESE PRESENTS that I, SRI SAMIR SENGUPTA, PAN : BKCP1176C, Aadhaar No. 8498 9809 6462, son of Late Nripendra Chandra Sengupta, by Nationality - Indian, by faith - Hindu, by occupation – Retired Person, residing at D/31, Baghajatin, P.O. Jadavpur University, P.S. Jadavpur, Kolkata – 700032, hereinafter called and referred to as the PRINCIPAL/EXECUTANT, to nominate, constitute and appoint JAIRAM PROJECTS PRIVATE LIMITED, PAN : AALCS4130K, a Private Limited Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 'TRINITY', 226/1, A.J.C. Bose Road, Space No. 4B, 4th Floor, P.O. Lala Lajpat Roy Sarani, P.S. Ballygunge, Kolkata – 700020, represented by its one of the Directors namely SRI SALIL SAHA, PAN : AMAPS2207F, Aadhaar No. 9569 4987 7573, son of Late Chittaranjan Saha, by Nationality - Indian, by faith - Hindu, by

occupation - Business, residing at P-158, Regent Estate, P.O. Regent Estate, P.S. Jadavpur, Kolkata - 700092, as my true and lawful Attorney to look after and perform all necessary works for dealing with my property mentioned in the **Schedule 'A'** hereunder written and accordingly I authorise him individually and/or jointly to act in my name and on my behalf to execute and perform all or any of the following acts, deeds, matters and things for the purpose of development of subject premises as mentioned in the Schedule 'A' hereunder :

1. To develop, construct, manage and look after, control and supervise the management, development and construction work and also to administer the **said premises** in my name and on my behalf in all respects.
2. To sign, execute, verify and to file plaints, written statements and objection and all other petitions and also to present appeals and to file new cases, in future in any courts, tribunals, forums, offices, competent authorities, if required and to accept services of all letters, summons, notices and other process of law, in my name and on my behalf regarding the **said premises**.
3. To appear in all cases, pending and to be filed in future, in connection with the **said premises** on my behalf and represent me in all cases in all courts, tribunals, forums, offices, competent authorities for doing all the necessary works as and when required under law.
4. To appear and represent me in all Courts, Civil, Criminal, Revenue, Original, Revisional or Appellate or Writ jurisdiction of the concerned High Court, B.L.&L.R. Office, D.L.R. Office, Land Acquisition Department, Urban Land Ceiling Department, Kolkata Municipal Corporation Office, Electric Supply Authority or Office, Rent Control Office, CESC, and any other competent authority or authorities for the **said premises**.
5. To execute, carry into effect and perform all works on my behalf in respect of the **said premises** as well as to make necessary representations including filing of applications and appear before the B.L.&L.R. Office, D.L.R. Office, Land Acquisition Department, Urban Land Ceiling Department, and any competent authority or

authorities for mutation and conversion of the **said premises** and/or any portion thereof by the Assessor and Collector of the Corporation.

6. To execute, carry into effect and perform all works on my behalf in respect of the **said premises** as well as to make necessary representations including filing of applications and appear before Assessors and Collectors of the K.M.C. and other concerned authorities in regard to mutation and fixation of ratable value in respect of the **said premises** and/or any portion thereof by the Assessor and Collector of the Corporation.

7. To sign, execute, registry, notary and prepare all papers, documents, deeds, indemnity bonds, declarations, affidavits, undertaking, applications and plans required for approval of building plan, revised building plan, modify building plan, regularise building plan, completion plan, drainage/sewerage connection from the Kolkata Municipal Corporation (K.M.C.) authority and other competent authorities and for that above said purpose my Constituted Attorney shall appear before the Court, the Kolkata Municipal Corporation, Registry Offices, Notary Publics and other competent authorities.

8. To sign, execute, registry, notary and prepare all papers, documents, deeds, indemnity bonds, declarations, affidavits, undertaking, applications, plans and registered deed/documents including declaration, boundary declaration, gift deed to the K.M.C., strip of land, gift deed of corner plot to the K.M.C., etc. for sanction building plan, revised building plan, modify building plan, regularise building plan, any type of deviation occur, before starting and/or during construction of the proposed building in the **said premises** and to appear before the Kolkata Municipal Corporation for further approval from the Kolkata Municipal Corporation authority and do all signature for getting approval of completion certificate from the Kolkata Municipal Corporation.

9. To sign all papers, documents, undertaking, application, indemnity bonds, declarations, affidavits, plans, etc. required for obtain water connection from the Kolkata Municipal Corporation at the **said premises**.

10. To sign all papers, documents, undertaking, application, indemnity bonds, declarations, affidavits, plans, etc. required for inside and outside drainage and sewerage system and connection with the Kolkata Municipal Corporation drainage and sewerage system for the **said premises**.
11. To make necessary representations to the C.E.S.C. and other concerned authorities for obtaining electric power/connection for the proposed building at the **said premises**.
12. To perform all formalities and necessary works and sign and execute all things, instruments, applications, affidavits, undertakings, bonds, declarations, etc. for the **said premises** as and when required.
13. To sign, registry and execute all deeds, things, instruments, applications, affidavits, declarations which my said Attorney consider necessary for fully and effectually dispose of the rights and interest of the **said premises** only in respect of the **Developer's Allocation**.
14. To do and take every acts and legal steps for maintain peace keeping and to ensure no breach of peace at over and around the **said premises**.
15. To appoint and engage Advocate, LBS, Engineer, Architect, specialised persons, etc. on my behalf, whenever my said Attorney shall think fit and proper, in respect of the **said premises**.
16. To make General Dairy, F.I.R, Complaint to Police Authority and/or Administrative Authority or Authorities or any Competent Authority for secures my legal rights on the **said premises**.
17. To negotiate all such terms and to agree to sell the **Developer's Allocation** or any part of it to any intending purchaser/purchasers and at such price which my said Attorney in his discretion thinks fit and proper and to agree upon and to enter into any agreement and/or agreements and/or sale deed(s) and/or deed(s) of conveyance, deeds of mortgage, deeds of lease for such sale, transfer or sales and/or any transfer deed(s) and/or any other agreements and/or to cancel and/or repudiate the same and to sign, execute and registry all agreements, agreement for

sale and/or agreements for sale and/or sale deed(s) and/or deed(s) of conveyance, deeds of mortgage, deeds of lease, etc. in respect of the said Developer's Allocation and appear before the registry office(s) and present the same and receive the earnest money and/or consideration money for the said Developer's Allocation or any part of it.

AND GENERALLY to do all other acts and also to conduct all matters which may arise in near future in respect of the said premises mentioned above.

AND I do hereby agree to ratify and confirm all acts, deeds, matters, steps, petitions, applications and things lawfully done by my said Attorney which shall be construed as acts, deeds, matters, steps, petitions, applications and things, done to all intents and purposes which I could do if I personally present.

AND I the Principal do hereby agree to ratify and confirm all acts and whatever my said Attorney shall do, execute or perform or cause to be done, executed and performed in exercise of the Power of Attorney hereunder conferred upon or otherwise expressed or intended.

THE SCHEDULE "A" REFERRED TO ABOVE

(Description of the said premises)

ALL THAT piece and parcel of land measuring about 3 (three) Cottahs 10 (ten) Chittacks 00 (zero) Sq.ft. more or less and an asbestos shed structure measuring about 400 Sq.ft. standing thereon, whereon proposed G+III storied building shall be erected, lying and situated in E/P No. 485, S.P. No. 300, in C.S. Plot Nos. 9(P) and 10(P), of Mouza : Bademasur, J.L. No. 31, Sub-Registry Office at Alipore, Police Station – Jadavpur, District : South 24-Parganas, also within jurisdiction of the Kolkata Municipal Corporation (K.M.C.), within the K.M.C. Ward No. 102, being the K.M.C. Premises No. 30, Baghajatin Block 'D', Assessee No. 31-102-02-0030-7, and postal address D/31, Baghajatin, P.O. Jadavpur University, Kolkata – 700032, together with all easement rights including right of egress and ingress and right to take water connection, sewer and drainage connection, electric, gas, telephone line connection, etc. over and beneath the adjacent roads. The boundary of the four sides of the entire property presently is as follows:

ON THE NORTH : E/P No. 484;
 ON THE SOUTH : E/P No. 486;
 ON THE EAST : D/47, Baghajatin;
 ON THE WEST : K.M.C. maintained Road.

THE SCHEDULE "B" REFERRED TO ABOVE

(OWNER'S ALLOCATION)

The Owner is entitled to get entire first floor flat area, one flat measuring 50% of the constructed flat area on the third floor at the East-North-West side, and 50% of the car parking area on the ground floor at the East-North-West side of the proposed building **TOGETHERWITH** undivided proportionate share in the land and the common portions of the building in accordance with the terms and conditions of these presents. Apart from the said flats, Owner is entitled to get a sum of Rs.7,00,000/- (Rupees Seven Lakhs) only as consideration amount as follows : (i) at the time of signing of this indenture : Rs.2,00,000/- (Rupees Two Lakhs) only; and (ii) at the time of handover possession of the Owner's allocation in the proposed building : Rs.5,00,000/- (Rupees Five Lakhs) only.

THE SCHEDULE "C" REFERRED TO ABOVE

(DEVELOPER'S ALLOCATION)

The Developer will get remaining area of the proposed building **TOGETHERWITH** undivided proportionate share in the **said** land and the common portions of the proposed building in accordance with the terms and conditions of these presents, at the **said** premises, save and except the Owner's Allocation mentioned hereinabove.

THE SCHEDULE "D" REFERRED TO ABOVE

(Common area, facilities and services)

1. The foundation columns, beams, supports, stair, staircase landings, stairways, corridors in between the stair-case and the flat, entrance, top roof, side space, back space, front spaces, horizontal & vertical support of the building.

2. Electrical fittings in the common area, electrical meter board place, electric in the common area and in the main gate and main electric lines, electrical fittings in the common staircases.
3. Common passage, water pump, overhead water tank, underground water reservoir, common water pipe line, outside plumbing installations.
4. Drainage and sewerage system, rain water pipes, all sewerage lines and soil lines septic chamber and underground sewerage line and soil line and drainage outlet from the building to the main duct.
5. Lift and lift machine room of the building.
6. Such other common parts, areas, equipments, installations fittings, fixtures, covered and open space, used as common in the said building as are necessary for the passages or to the use of the occupancy of the flat in common and/or are easements of the building and the premises.

THE SCHEDULE "E" REFERRED TO ABOVE

(Common Expenses)

1. The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the gutter fresh, rain water pipes, drains and sewerage and water storage tanks and electric wires, motors and other appliances.
2. The costs of cleaning and lighting the passage, landing staircase and other parts of the building as enjoyed or used by the co-owners in common with the other occupiers of the apartments as aforesaid.
3. The cost of maintaining and decorating the exterior of the building.
4. The cost of the salaries/wages of clerks, chowkidars, sweepers and caretakers etc. to be maintained by the Flats Owners Association.
5. Common rates and Taxes.

6. Such other or further expenses as may be necessary or incidental for the proper maintenance and/or upkeep of the said building, decided by the Flats Owners Association time to time.

SCHEDULE OF WORK

(Specification of the proposed building)

Floors : Tiles (2' X 2') Flooring to all floor.

Doors : Wooden door frame, all doors will be of flush type finish with necessary accessories & PVC Door in toilet.

Kitchen : Granite cooking platform fitted with wash sink and one bib cock and white tiles up to 3'-0" height upon the cooking platform.

Toilet : Tiles up to 6'-0" in toilet with white wash basin, shower and commode.

Electrical : i) Havels/Fenolex Concealed wiring with copper wires, Light (2 nos. point), fan and plug point one each in bed room;
 ii) light points 2 nos., fan point 1 no. for drawing/dining room;
 iii) one light point in kitchen, toilet and veranda;
 iv) one number power point (15 AMPS) in drawing/dining and kitchen;
 v) one exhaust point provided kitchen & toilet.

Water : PVC pipe, water will be supplied by corporation to ground water reservoir and distributed through overhead reservoir.

Windows : Aluminum sliding window fitted with glass and necessary accessories.

Plaster : All wall surface (inside) will be finished by putti, and weather coat in out surface of wall.

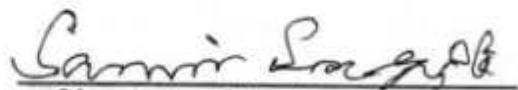
Roof : Roof may be net cemented.

N.B. All other works beyond work schedule will be treated as extra work, which expenses/cost bear by the Owner and must be paid to the Developer before taking possession and/or demand by the Developer, whichever is earlier.

IN WITNESSES WHEREOF the parties hereto set, sealed and subscribed their respective hands and seals on this day, month and year first above written.

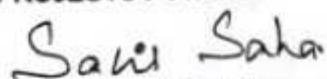
SIGNED, SEALED AND DELIVERED
by the PARTIES herein in Kolkata in
presence of following WITNESSES :

1. Runa Rakshit.
55 Ananda Pally.
Kolkata - 700032.


Signature of the Land Owner
/ Principal / Executant

2. Alok Rakshit
55 Ananda Pally,
P.O. & P.S. - Jadavpur
Kolkata - 700032

For JAIRAM PROJECTS PVT. LTD.


Sasi Saha
Director

Signature of the Developer
/ Attorney

Prepared as per instruction by
the parties herein & Drafted by:


w3/753/2012

Surya Prasad Datta Roy
Advocate
Alipore Judges' Court,
Kolkata - 700027.

MEMO OF MONEY RECEIPT

RECEIVED the sum of Rs.2,00,000/- (Rupees Two Lakhs) only by the Owner from the Developer herein as per terms and conditions of this Indenture mentioned hereinabove as following manner :

| Date | Mode of Payment | Amount |
|------------|---|-------------------------------------|
| 16/05/2024 | By RTGS vide Ref. No. 2024051639042153 from Indian Bank, Chittaranjan Avenue Branch, Kolkata. | Rs.2,00,000/- |
| | | TOTAL : Rs.2,00,000/- |

(Rupees Two Lakhs only)

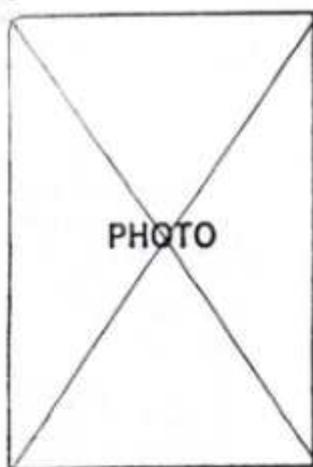
WITNESSES :

1. Ruma Rakshit

Rumit Singh
Signature of the Land Owner

2. Alex Rakshit

<
<



| | Thumb | 1st finger | middle finger | ring finger | small finger |
|------------|-------|------------|---------------|-------------|--------------|
| left hand | | | | | |
| right hand | | | | | |

Name.....

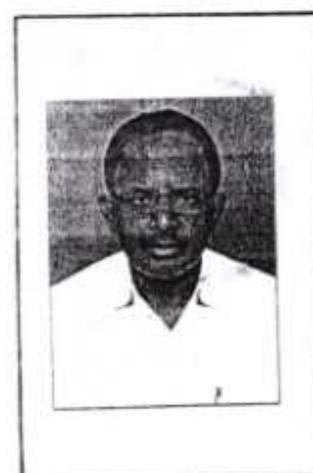
Signature.....



| | Thumb | 1st finger | middle finger | ring finger | small finger |
|------------|-------|------------|---------------|-------------|--------------|
| left hand | | | | | |
| right hand | | | | | |

Name..... SAMIR SENGUPTA

Signature..... Samir Sengupta



| | Thumb | 1st finger | middle finger | ring finger | small finger |
|------------|-------|------------|---------------|-------------|--------------|
| left hand | | | | | |
| right hand | | | | | |

Name..... SALIL SAHA

Signature..... Sali Saha

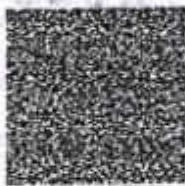


भारतीय आधार प्रमाण पत्र
भारत सरकार
Unique Identification Authority of India
Government of India

Enrolment No.: 0661/10149/00266

To
Runa Rakshit
C/O Alok Rakshit
55 Ananda Pally
Jadavpur University
Jadavpur University
Kolkata West Bengal - 700032
8961101285

Signature Not Verified
Digital Signature
India eGovernance
Authorised by
[Signature]



आपका आधार नम्बर / Your Aadhaar No. :

9968 3225 9610

VID : 9149 9826 7439 1155

मेरा आधार, मेरी पहचान



Runa Rakshit
Date of Birth/DOB: 05/04/1994
Female/ FEMALE

9968 3225 9610

VID : 9149 9826 7439 1155

मेरा आधार, मेरी पहचान



Government of India



सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण अधिकारी ऑफिसियल द्वारा प्राप्त करें।
- यह एक इलेक्ट्रॉनिक प्रमिया द्वारा बना दुआ पर है।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- आधार देश भर में सक्षम है।

- आधार सक्षिप्त और सरकारी और गैर-सरकारी सेवाओं का सामने में उपयोगी होगा।

- Aadhaar is valid throughout the country.

- Aadhaar will be helpful in availing Government and Non-Government services in future.



Government of India

Address:
C/O Alok Rakshit, 55 Ananda Pally,
Jadavpur University, Kolkata,
West Bengal - 700032



9968 3225 9610

VID : 9149 9826 7439 1155

मेरा आधार, मेरी पहचान

Runa Rakshit.

Major Information of the Deed

| | | | |
|--|--|---|-------------------|
| Deed No: | I-1603-08193/2024 | Date of Registration: | 17/05/2024 |
| Query No/ Year: | 1603-2001232670/2024 | Office where deed is made: | 19/05/2024 |
| Query Date: | 17/05/2024 2:04:55 AM | D.S.R. - III SOUTH 24-PARGANAS, District: | South 24-Parganas |
| Applicant Name, Address & Other Details | SURYA PRASAD DATTA ROY Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9831832151, Status : Advocate | | |
| Transaction: | [4001] Sale, Purchase, Assignment, Transfer, Partition, etc. | | |
| [0110] Sale, Development Agreement or Construction agreement | [4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-] | | |
| Set Forth Value: | Market Value Rs. 40,23,002/- | | |
| Stamp Duty Paid (SD) | Registration Fee Paid Rs. 7,071/- (Article:48(g)) | | |
| Remarks | Received Rs. 50/- (FIFTY only) from the applicant for issuing the assessment slip.(Urban area) | | |

Land Details :

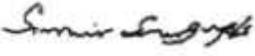
District: South 24-Parganas, P.S.: Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bagha Jatin Colony D Block, Premises No: 30, Ward No: 102 Pin Code : 700032

| Sch. No | Plot/Number | Khatian Number | Land Use Proposed/QR | Area of Land | Set Forth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|---------------|-------------|----------------|----------------------|-------------------|--------------------------|-----------------------|---------------------|
| L1 | (RS :-) | | Bastu | 3 Katha 10 Chatak | | 39,15,002/- | Property is on Road |
| Grand Total : | | | | 5.9813Dec | 0/- | 39,15,002/- | |

Structure Details :

| Sch. No | Structure Details | Area of Structure | Set Forth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|--|-------------------|-------------------|--------------------------|-----------------------|---------------------------|
| S1 | On Land L1 | 400 Sq Ft | 0/- | 1,08,000/- | Structure Type: Structure |
| Gr. Floor, Area of floor : 400 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0 Year, Roof Type: Tin Shed, Extent of Completion: Complete | | | | | |
| | Total : | 400 sq ft | 0/- | 1,08,000/- | |

Land Lord Details :

| Sl. No. | Name, Address, Photo, Fingerprint and Signature | Photo | Fingerprint | Signature |
|---|--|---|---|--|
| 1 | Shri SAMIR SENGUPTA Son of Late Nripendra Chandra Sengupta Executed by: Self, Date of Execution: 17/05/2024 Admitted by: Self, Date of Admission: 17/05/2024 ,Place : Office |  |  Captured |  |
| 17/05/2024 LTI 17/05/2024 | | | | |
| D/31, Baghajatin, City:- , P.O:- Jadavpur University, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India Date of Birth:XX-XX-1XX5 , PAN No.: BKxxxxxxxx6C, Aadhaar No: 84xxxxxxxx6462, Status :Individual, Executed by: Self, Date of Execution: 17/05/2024 , Admitted by: Self, Date of Admission: 17/05/2024 ,Place : Office | | | | |

Developer Details :

| Sl. No. | Name, Address, Photo, Fingerprint and Signature |
|---------|--|
| 1 | JAIRAM PROJECTS PRIVATE LIMITED 'TRINITY', 226/1, A.J.C. Bose Road, Space No. 4B, 4th Floor, City:- , P.O:- Lala Lajpat Roy Sarani, P.S:- Ballygunge Circular, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 , PAN No.: AAxxxxxxxxOK,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

Representative Details :

| Sl. No. | Name, Address, Photo, Fingerprint and Signature |
|--|---|
| 1 | Shri SALIL SAHA (Presentant) Son of Late Chittaranjan Saha Date of Execution - 17/05/2024, , Admitted by: Self, Date of Admission: 17/05/2024, Place of Admission of Execution: Office |
|   Captured | |
| May 17 2024 12:10PM LTI 17/05/2024 | |
| P-158, Regent Estate, City:- , P.O:- Regent Estate, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.: AMxxxxxxxx7F, Aadhaar No: 95xxxxxxxx7573 Status : Representative, Representative of : JAIRAM PROJECTS PRIVATE LIMITED (as Director) | |

Identifier Details :

| Name | Photo | Finger Print | Signature |
|--|---|---|---|
| Smt RUNA RAKSHIT Wife of Shri Alok Rakshit 55, Ananda Pally, City:- , P.O:- Jadavpur University, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032 |  |  Captured |  |
| | 17/05/2024 | 17/05/2024 | 17/05/2024 |

Identifier Of Shri SAMIR SENGUPTA, Shri SALIL SAHA

Transfer of property for L1

| Sl.No | From | To. with area (Name-Area) |
|-------|---------------------|---|
| 1 | Shri SAMIR SENGUPTA | JAIRAM PROJECTS PRIVATE LIMITED-5.98125 Dec |

Transfer of property for S1

| Sl.No | From | To. with area (Name-Area) |
|-------|---------------------|--|
| 1 | Shri SAMIR SENGUPTA | JAIRAM PROJECTS PRIVATE LIMITED-400.00000000 Sq Ft |

On 17-05-2024

Certificate of Admissibility/Rule 43 W.B. Registration Rules 1962

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Presentation(Under Section 52& Rule 22A(3) W.B. Registration Rules 1962)

Presented for registration at 11:53 hrs on 17-05-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri SALIL SAHA .

Certificate of Market Value(W.B. PROV. Rules 67/2000)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 40,23,002/-

Admission of Execution (Under Section 58 W.B. Registration Rules 1962)

Execution is admitted on 17/05/2024 by Shri SAMIR SENGUPTA, Son of Late Nripendra Chandra Sengupta, D/31, Baghajatin, P.O: Jadavpur University, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by Profession Retired Person

Indentified by Smt RUNA RAKSHIT, , Wife of Shri Alok Rakshit, 55, Ananda Pally, P.O: Jadavpur University, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by profession House wife

Admission of Execution (Under Section 58 W.B. Registration Rules 1962) [Representation]

Execution is admitted on 17-05-2024 by Shri SALIL SAHA, Director, JAIRAM PROJECTS PRIVATE LIMITED (Private Limited Company), 'TRINITY', 226/1, A.J.C. Bose Road, Space No. 4B, 4th Floor, City:- , P.O:- Lala Lajpat Roy Sarani, P.S:-Ballygunge Circular, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

Indentified by Smt RUNA RAKSHIT, , Wife of Shri Alok Rakshit, 55, Ananda Pally, P.O: Jadavpur University, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by profession House wife

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,060.00/- (B = Rs 2,000.00/-, E = Rs 28.00/-, H = Rs 28.00/-, M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 2,028/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/05/2024 7:19AM with Govt. Ref. No: 192024250050114258 on 17-05-2024, Amount Rs: 2,028/-, Bank: SBI EPay (SBEPay), Ref. No. 1821866561329 on 17-05-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,071/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 6,971/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 4872, Amount: Rs.100.00/-, Date of Purchase: 10/05/2024, Vendor name: S DAS Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/05/2024 7:19AM with Govt. Ref. No: 192024250050114258 on 17-05-2024, Amount Rs: 6,971/-, Bank: SBI EPay (SBEPay), Ref. No. 1821866561329 on 17-05-2024, Head of Account 0030-02-103-003-02



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2024, Page from 205331 to 205360
being No 160308193 for the year 2024.



Digitally signed by Debasish Dhar
Date: 2024.05.17 13:17:07 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 17/05/2024

DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.